

**UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION**

**WASHINGTON 10 STORAGE CORPORATION**

**STATEMENT OF OPERATING CONDITIONS**

**AS OF JANUARY 12, 2010**

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**SECTION 1**  
**FIRM STORAGE SERVICE**  
**SS-1**

- 1.1 At any time during the year, Transporter may determine that it has the ability to offer defined amounts of Firm Storage Service. Upon such determination and subject to Transporter having available capacity and Shipper meeting the eligibility requirements set forth in this Statement of Operating Conditions, Transporter shall offer Firm Storage Service to Shippers on a non-discriminatory basis in accordance with this Statement of Operating Conditions.
- 1.2 A contract for Firm Storage Service shall be for a term stated in the Service Agreement.
- 1.3 During the term of the Service Agreement, Transporter shall provide a Storage service for Shipper with a Maximum Storage Quantity, Maximum Daily Injection Quantity, and Maximum Daily Withdrawal Quantity, which may vary during the term of Shipper's Service Agreement.
- 1.4 The rates for Firm Storage Service shall consist of:
- (1) Capacity Rates per Dth times the Maximum Storage Quantity stated in the Shipper's Firm Storage Service Agreement;
  - (2) Monthly Deliverability Rates per Dth times the applicable MDWQ (before ratchets) as specified in the Shipper's Service Agreement;
  - (3) Injection Rates per Dth times the quantity of Gas injected by Transporter into Shipper's Storage Account; and
  - (4) Withdrawal Rates per Dth times the quantity of Gas withdrawn by Transporter from Shipper's Storage Account.
- Transporter shall assess a Fuel and Gas Lost and Unaccounted For component on quantities nominated for injection and withdrawal.
- 1.5 Subject to Section 1.7, Shipper may deliver Gas to Transporter for injection into Storage on a firm basis on any Day. Shipper may request that Transporter withdraw Gas from Storage on a firm basis on any Day.
- 1.6 Transporter, in its discretion, may allow Shipper to deliver Gas for Storage in excess of the MDIQ, and to request withdrawals from Storage in excess of the MDWQ on an interruptible basis as Authorized Overrun. The Shipper may not withdraw Gas in excess of its Storage Account balance.
- 1.7 The quantity of MDWQ and MDIQ available for Shipper's use on any given Day shall be deemed to be reduced in accordance with the ratchets, if any, set forth in Shipper's Service Agreement. Such ratchets may provide for Shipper's Daily injection and/or withdrawal rights to be reduced to zero and/or stated as interruptible quantities for certain time periods during the term of Shipper's Service Agreement.
- 1.8 Firm Storage Service shall be scheduled pursuant to Section 13 prior to interruptible services under this Statement of Operating Conditions and interruptible services offered by Transporter pursuant to its Tariff on file with the MPSC. All firm services offered by Transporter under this Statement of Operating Conditions and pursuant to its rates and tariffs on file with the MPSC shall have equal scheduling priority.

- 1.9 Subject to the Curtailment provisions contained in Section 14, Transporter shall, on any Day, accept the Scheduled Daily Quantity at the Receipt Point for injection into the Shipper's Storage Account.
- 1.10 Subject to Curtailment provisions contained in Section 14, Transporter shall, on any Day, deliver the Scheduled Daily Quantity to the Delivery Point following withdrawal from Shipper's Storage Account.
- 1.11 With respect to Gas delivered by Shipper to Transporter at the Receipt Point, Shipper shall be responsible for making all arrangements for, and paying for, the transportation of Gas to the Receipt Point.
- 1.12 With respect to Gas delivered by Transporter to the Shipper at the Delivery Point subsequent to withdrawal from Storage, Shipper shall be responsible for making all arrangements for, and paying for, the transportation of Gas from the Delivery Point.
- 1.13 If, on any Day, Shipper fails to transport or cause to be transported the Scheduled Daily Quantity away from the Delivery Point, Transporter shall assess the Shipper the Unauthorized Overrun Charge for such quantities. On any such Day, Shipper shall have the right to make a request for an Interruptible Parking and Loaning arrangement pursuant to Section 4. In such case, Shipper shall propose a specific schedule for remedying the failure to transport or cause Gas to be transported and, upon Transporter's agreement to a schedule, a Confirmed Service Request under Section 4 shall be in effect. If Shipper elects not to make a request, or Transporter is unable to accommodate Shipper's request, then the quantity not taken away from the Delivery Point shall be sold to Transporter at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month Shipper elects not to subscribe to Parking and Loaning Service and the Month immediately thereafter.
- 1.14 If at the end of the term of Shipper's Firm Service Agreement, Shipper has a positive Account balance, Transporter shall purchase from Shipper the Gas in Shipper's Account free and clear of any adverse claims at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of termination and the Month immediately following termination. Payment for the remaining quantities shall appear as a credit on the last statement rendered by Transporter to Shipper. To the extent the credit exceeds the total charges in that statement, the difference shall be paid by Transporter to Shipper.

**SECTION 2**  
**INTERRUPTIBLE STORAGE SERVICE**  
**ISS**

- 2.1 Subject to Transporter having available capacity and Shipper meeting the eligibility requirements set forth in this Statement of Operating Conditions, Transporter shall offer Interruptible Storage Service to shippers on a non-discriminatory basis in accordance with this Statement of Operating Conditions.
- 2.2 During the term of the Service Agreement, Transporter shall provide a Storage service for Shipper on an interruptible basis with a Maximum Storage Quantity, Maximum Daily Injection Quantity, and Maximum Daily Withdrawal Quantity, which may vary during the term of Shipper's Service Agreement.
- 2.3 The rate for Interruptible Storage Service shall consist of:
  - (1) A Usage Rate that shall be calculated based on each Dekatherm of Gas stored in Shipper's Storage Account at the end of each Day;

- (2) A daily Injection Rate per Dth of Gas injected by Transporter into Shipper's Storage Account; and
- (3) A daily Withdrawal Rate per Dth of Gas withdrawn by Transporter from Shipper's Storage Account.

Transporter shall assess a Fuel and Gas Lost and Unaccounted For component on quantities nominated for injection and withdrawal.

- 2.4 Transporter, in its discretion, may allow Shipper to deliver Gas for Storage in excess of the MDIQ, and to request withdrawals from Storage in excess of the MDWQ on an interruptible basis as Authorized Overrun. The Shipper may not withdraw Gas in excess of its Storage Account balance.
- 2.5 The quantity of MDWQ and MDIQ available for Shipper's use on any given Day shall be deemed to be reduced in accordance with the ratchets, if any, set forth in Shipper's Service Agreement. Such ratchets may provide for Shipper's Daily injection and/or withdrawal rights to be reduced to zero for certain time periods during the term of Shipper's Service Agreement.
- 2.6 For scheduling purposes, subject to Section 13, Interruptible Storage Service shall be subordinate to firm services under this Statement of Operating Conditions and to firm services offered by Transporter pursuant to its Tariff on file with the MPSC. Once Interruptible Storage Service is nominated and scheduled for a Day, Transporter may curtail Interruptible Storage Service at any time in accordance with Section 14.2.
- 2.7 Subject to the Curtailment provisions contained in Section 14, Transporter shall, on any Day, accept the Scheduled Daily Quantity at the Receipt Point for injection into the Shipper's Storage Account.
- 2.8 Subject to the Curtailment provisions contained in Section 14, Transporter shall, on any Day, deliver the Scheduled Daily Quantity to the Delivery Point following withdrawal from Shipper's Storage Account.
- 2.9 Shipper shall be responsible for contracting and paying for any necessary transportation service at and upstream of the Receipt Point and at and downstream of the Delivery Point.
- 2.10 If, on any Day, Shipper fails to transport or cause to be transported the Scheduled Daily Quantity away from the Delivery Point, Transporter shall assess the Shipper the Unauthorized Overrun Charge for such quantities. On any such Day, Shipper shall have the right to make a request for an Interruptible Parking and Loaning arrangement pursuant to Section 4. In such case, Shipper shall propose a specific schedule for remedying the failure to transport or cause Gas to be transported and, upon Transporter's agreement to a schedule, a Confirmed Service Request under Section 4 shall be in effect. If Shipper elects not to make a request, then the quantity not taken away from the Delivery Point shall be sold to Transporter at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month Shipper elects not to subscribe to Parking and Loaning Service and the Month immediately thereafter.
- 2.11 If, at the end of term of the Shipper's Interruptible Storage Service Agreement, Shipper has a positive Storage Account balance, then Transporter shall purchase from Shipper the Gas in Shipper's Storage Account free and clear of any adverse claims at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of termination and the Month immediately following termination. Payment for the remaining quantities shall appear as a credit on

the last statement rendered by Transporter to Shipper. To the extent the credit exceeds the total charges in that statement, the difference shall be paid by Transporter to Shipper.

**SECTION 3  
FIRM PARKING AND LOANING SERVICE  
FPALS**

- 3.1 Subject to Transporter's determination that it has available capacity and/or the capability to loan Gas, as applicable, and Shipper meeting the eligibility requirements set forth in this Statement of Operating Conditions, Transporter shall offer Firm Parking and Loaning Service to Shippers on a non-discriminatory basis in accordance with this Statement of Operating Conditions. Availability of service pursuant to this rate schedule shall be subject to a determination by Transporter that Transporter's performance of Firm Parking and Loaning Service will not cause a reduction in Transporter's ability to provide firm services under currently effective Service Agreements.
- 3.2 A contract for Firm Parking and Loaning Service shall be for a term stated in the Service Agreement.
- 3.3 During the term of the Firm Parking and Loaning Service Agreement, Transporter shall provide:
  - a. Firm Loaning Service that shall consist of: (1) the withdrawal from Storage of Gas by Transporter for delivery to Shipper at daily quantities up to the MDWQ; (2) the Loan of Gas by Transporter to Shipper up to the Maximum Loan Quantity; (3) the return of Loaned Gas by Shipper to Transporter and the injection into Storage of such Gas at daily quantities up to the MDIQ; and/or
  - b. Firm Parking Service that shall consist of: (1) the injection into Storage of Parked Gas by Transporter for Shipper at daily quantities up to the MDIQ; (2) the Parking of Gas in Storage by Transporter for Shipper up to the Maximum Park Quantity; and (3) the withdrawal of Parked Gas from Storage by Transporter for delivery to Shipper at daily quantities up to the MDWQ.

The Maximum Park Quantity and/or Maximum Loan Quantity and the MDWQ and MDIQ, which may vary during the term of Shipper's Service Agreement, shall be set forth in Shipper's Firm Parking and Loaning Service Agreement.

- 3.4 The rates for Firm Parking and Loaning Service shall consist of:
  - (1) A Capacity Rate per Dth times
    - (a) the Maximum Park Quantity stated in the Shipper's Firm Park and Loan Service Agreement; and/or
    - (b) the Maximum Loan Quantity stated in the Shipper's Firm Park and Loan Service Agreement;
  - (2) A Monthly Deliverability Rate per Dth times the applicable MDWQ specified in the Shipper's Service Agreement;
  - (3) An Injection Rate per Dth times the quantity of Gas injected by Transporter into Shipper's Parking and Loaning Account;
  - (4) A Withdrawal Rate per Dth times the quantity of Gas withdrawn by Transporter from Shipper's Parking and Loaning Account.

- 3.5 Subject to the Curtailment provisions contained in Section 14, Shipper may deliver Gas to Transporter for injection into Storage for Shipper's Parking and Loaning Account on a firm basis at daily quantities up to the MDIQ during the Injection Period stated in Shipper's Firm Parking and Loaning Service Agreement. Subject to the Curtailment provisions contained in Section 14, Shipper may request that Transporter withdraw Gas from Shipper's Parking and Loaning Account on a firm basis at daily quantities up to the MDWQ on any Day during the Withdrawal Period stated in Shipper's Firm Parking and Loaning Service Agreement.
- 3.6 Transporter, in its discretion, may allow Shipper to deliver Gas for injection into the Shipper's Parking and Loaning Account in excess of the MDIQ, and to request withdrawals from Shipper's Parking and Loaning Account in excess of the MDWQ on an interruptible basis as Authorized Overrun. Shipper may not inject gas in excess of its Maximum Park Quantity or withdraw Gas in excess of its Maximum Loan Quantity.
- 3.7 Firm Parking and Loaning Service shall be scheduled pursuant to Section 13 prior to interruptible services under this Statement of Operating Conditions and interruptible services offered by Transporter pursuant to its Tariff on file with the MPSC. All firm services offered by Transporter under this Statement of Operating Conditions and pursuant to its rates and tariffs on file with the MPSC shall have equal scheduling priority.
- 3.8 With respect to Gas delivered by Shipper to Transporter at the Receipt Point, Shipper shall be responsible for making all arrangements for, and paying for, the transportation of Gas to the Receipt Point.
- 3.9 With respect to Gas delivered by Transporter to the Shipper at the Delivery Point subsequent to withdrawal, Shipper shall be responsible for making all arrangements for, and paying for, the transportation of Gas from the Delivery Point.
- 3.10 If, on any Day, Shipper shall fail to transport or cause to be transported the Scheduled Daily Quantity away from the Delivery Point or to the Receipt Point, Shipper shall be liable for Unauthorized Overrun Charges for such Day.
- 3.11 If at the end of the term of Shipper's Firm Parking and Loaning Service Agreement, Shipper has a positive Parking and Loaning Account balance, Transporter shall purchase from Shipper the Gas in Shipper's Parking and Loaning Account free and clear of any adverse claims at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of termination and the Month immediately following termination. Payment for the remaining quantities shall appear as a credit on the last statement rendered by Transporter to Shipper. To the extent the credit exceeds the total charges in that statement, the difference shall be paid by Transporter to Shipper.
- 3.12 If at the end of the term of Shipper's Firm Parking and Loaning Service Agreement, Shipper has a negative Parking and Loaning Account balance, Shipper shall purchase from Transporter such balance at 150% of the highest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of termination and the Month immediately following termination.

**SECTION 4**  
**INTERRUPTIBLE PARKING AND LOANING SERVICE**  
**IPALS**

- 4.1 Subject to Transporter having available capacity and/or capability to provide the requested service and Shipper meeting the eligibility requirements set forth in this Statement of Operating Conditions, Transporter shall offer Interruptible Parking and Loaning Service to Shippers on a non-discriminatory basis in accordance with this Statement of Operating Conditions. Interruptible Parking and Loaning Service may be provided using Transporter's Operational Gas Quantities, subject to curtailment pursuant to Section 14 of this Statement of Operating Conditions in order to protect Transporter's ability to provide receipts and deliveries pursuant to Transporter's firm services.
- 4.2 Shipper shall submit a request for Interruptible Parking and Loaning Service to Transporter, and Transporter shall respond to such request in accordance with Section 8. If Shipper is not a party to an Interruptible Parking and Loaning Service Agreement, such request shall be treated as a request to enter into an Interruptible Parking and Loaning Service Agreement. The request shall be in the form specified by this Statement of Operating Conditions and shall specify the following information: (a) Day or Days on which Shipper wishes to Park Gas on Transporter's System or return Gas previously loaned to Shipper by Transporter; (b) Day or Days on which Shipper wishes to take delivery from Transporter of Gas being Loaned by Transporter; (c) Delivery Point(s) and Receipt Point(s) for each transaction described in subparts (a) and (b); and (d) the quantity of Gas on each Day to be Parked, Loaned, or returned to Transporter as described in subparts (a) and (b).
- 4.3 The rate for this Interruptible Parking and Loaning Service shall consist of:
- (1) A Usage Rate that shall be calculated based on each Dekatherm of Gas Parked or Loaned at the end of each Day as reflected in Shipper's Parking and Loaning Account;
  - (2) A daily Injection Rate per Dth of Gas injected by Transporter into Shipper's Parking and Loaning Account; and
  - (3) A daily Withdrawal Rate per Dth of Gas withdrawn by Transporter from Shipper's Parking and Loaning Account.
- 4.4 Pursuant to the Scheduling provisions contained in Section 13, Interruptible Parking and Loaning Service shall be subordinate to firm services under this Statement of Operating Conditions and to firm services offered by Transporter pursuant to its Tariff on file with the MPSC. Transporter may curtail Interruptible Parking and Loaning Service at any time in accordance with Section 14.2.
- 4.5 Subject to the Curtailment provisions of Section 14, Shipper shall provide, and Transporter shall accept the Scheduled Daily Quantity at the Receipt Point for Parking in Shipper's Parking and Loaning Account.
- 4.6 Subject to the Curtailment provisions of Section 14, Transporter shall deliver, and Shipper shall accept the Scheduled Daily Quantity at the Delivery Point for Loaning from Shipper's Parking and Loaning Account.

- 4.7 Shipper shall be responsible for contracting and paying for any necessary transportation service at and upstream of the Receipt Point and at and downstream of the Delivery Point.
- 4.8 Shipper may, on a Critical Day, be required to return Loaned quantities or remove Parked quantities upon notification by Transporter. Such notification will be posted on Transporter's EBB. Transporter will not recall from or require withdrawal by any Shipper on any Day of any quantity greater than one-tenth (1/10) of the Shipper's outstanding Park or Loan balance. The Shipper will not be permitted to extend the term of its Park or Loan by reason of this limitation. Transporter's notification shall specify the time frame within which Parked quantities shall be removed and/or Loaned quantities shall be returned, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next Day after Transporter's notification. In the event that the specified time for removal or return of Gas quantities is the next Day, the time frame for required removal or return shall begin from the time that Shipper receives notice from Transporter. At the point in time where Shipper makes a timely and valid nomination in response to notification by Transporter to remove parked quantities and/or return loaned quantities, Shipper shall be deemed to have complied with Transporter's notification. Any Parked quantity not nominated for removal within a time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims. Further, any Loaned quantity not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the highest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month in which Transporter provides notice to Shipper and the Month immediately thereafter.
- 4.9 If, on any Day, Shipper shall fail to transport or cause to be transported the Scheduled Daily Quantity away from the Delivery Point or to the Receipt Point, Shipper shall be liable for Unauthorized Overrun Charges for such Day.
- 4.10 If at the end of the term of Shipper's Interruptible Parking and Loaning Service Agreement, Shipper has a positive Parking and Loaning Account balance, Transporter shall purchase from Shipper the Gas in Shipper's Parking and Loaning Account free and clear of any adverse claims at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of termination and the Month immediately following termination. Payment for the remaining quantities shall appear as a credit on the last statement rendered by Transporter to Shipper. To the extent the credit exceeds the total charges in that statement, the difference shall be paid by Transporter to Shipper.
- 4.11 If at the end of the term of Shipper's Interruptible Parking and Loaning Service Agreement, Shipper has a negative Parking and Loaning Account balance, Shipper shall purchase from Transporter such balance at 150% of the highest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of termination and the Month immediately following termination.

**SECTION 5**  
**HUB SERVICE - WHEELING**  
**HSW**

- 5.1 Wheeling Service under this Hub Service Rate Schedule shall consist of: (a) the receipt of Gas by Transporter from Shipper at the Receipt Point, (b) the Wheeling of Gas on behalf of Shipper, and (c) the delivery of Gas by Transporter to Shipper at the Delivery Point.

- 5.2 Shipper shall be free to request HSW at any time. If Shipper is not a party to a Hub Service Agreement, such request shall be treated as a request to enter into a Hub Service Agreement.
- 5.3 A Usage Rate, as stated in Shipper's Service Agreement, shall be paid for each Dekatherm of Gas delivered pursuant to HSW during the Month. Transporter shall assess a Fuel and Gas Lost and Unaccounted For component on each Dekatherm of Gas delivered pursuant to HSW.
- 5.4 Pursuant to the Scheduling provisions contained in Section 13, Wheeling Service shall be subordinate to all firm services under this Statement of Operating Conditions and to firm services offered by Transporter pursuant to its Tariff on file with the MPSC. Once Wheeling Service is nominated and scheduled for a Day, Transporter may curtail such service at any time in accordance with Section 14.2.
- 5.5 Subject to the Curtailment provisions of Section 14, Shipper shall provide, and Transporter shall accept the Scheduled Daily Quantity at the Receipt Point for Wheeling.
- 5.6 Subject to the Curtailment provisions of Section 14, Transporter shall deliver, and Shipper shall accept the Scheduled Daily Quantity at the Delivery Point.
- 5.7 If necessary, Shipper shall be responsible for contracting and paying for any necessary transportation service at and upstream of the Receipt Point and at and downstream of the Delivery Point.
- 5.8 If, on any Day, Shipper fails to transport or cause to be transported the Scheduled Daily Quantity away from the Delivery Point, Transporter shall assess the Shipper the Unauthorized Overrun Charge for such quantities. On any such Day, Shipper shall have the right to make a request for a Firm or Interruptible Parking and Loaning arrangement pursuant to Sections 3 or 4. In such case, Shipper shall propose a specific schedule for remedying the failure to transport or cause Gas to be transported and, upon Transporter's agreement to a schedule, a Confirmed Service Request under Section 4. If Shipper elects not to make a request, then the quantity not taken away from the Delivery Point shall be sold to Transporter at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month Shipper elects not to subscribe to Parking and Loaning Service and the Month immediately thereafter.

**SECTION 6**  
**HUB SERVICE - TITLE TRANSFER**  
**HSTT**

- 6.1 Title Transfer Service shall be made available pursuant to this Statement of Operating Conditions to any Shipper. Transporter is not required to provide any requested HSTT service that would interfere with Transporter's performance of its firm service obligations.
- 6.2 Shipper shall be free to request HSTT at any time. If Shipper is not a party to a Hub Service Agreement, such request shall be treated as a request to enter into a Hub Service Agreement.
- 6.3 HSTT shall apply to quantities of Gas for which Transporter performs Title Transfer Service on behalf of Shipper under an executed HSTT Agreement that conforms to the form of Service Agreement contained in this Statement of Operating Conditions. Upon nomination by Shipper, Transporter shall account for the transfer of title to a quantity of Gas at the Receipt and/or Delivery Point as directed by Shipper.
- 6.4 The rates and charges payable by Shipper pursuant to HSTT shall include all applicable rates and charges set forth in Shipper's Service Agreement.
- 6.5 For any Day when Shipper desires Transporter to track a Title Transfer for Shipper's account under this Rate Schedule, Shipper shall nominate to Transporter in accordance with Section 9 of this Statement of Operating Conditions specifying:
- (a) the quantity of Gas subject to the Title Transfer,
  - (b) the selling and/or purchasing parties, along with the contract numbers, and
  - (c) such other information as may be required by Transporter to effect the Title Transfer service.

When Shipper's nomination is confirmed as required by Section 9 of the Statement of Operating Conditions subject to the limitations set forth in HSTT, such quantity shall constitute an HSTT Quantity at that Receipt and/or Delivery Point.

- 6.6 Transporter's obligation to accept nominations shall be limited to the contractual entitlements of the Shipper or the party specified by the Shipper as stated in the Service Agreement and shall not impede Transporter's obligation to provide firm services.
- 6.7 Shipper may deliver or receive its HSTT quantities from Transporter at a location other than the applicable Receipt and/or Delivery Point, by nominating HSW entitlements Shipper may have with Transporter.
- 6.8 Shipper is required to nominate an equal quantity of Gas for transfer of title under HSTT at each Receipt and/or Delivery Point, on each and every Day per transaction. The minimum volume eligible for nomination shall equal 100 Dth/day, unless Transporter otherwise agrees.

## GENERAL TERMS AND CONDITIONS

### SECTION 7 DEFINITIONS

- 7.1 "Authorized Overrun" shall mean a quantity of Gas that is in excess of a Shipper's applicable Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as applicable, that Transporter agrees to schedule on any Day. Authorized Overrun Quantities will be provided at the rate stated in Shipper's Service Agreement.
- 7.2 "Btu" or "British thermal unit," shall mean the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit at a specific temperature and pressure (from 59 deg F to 60 deg F at atmospheric pressure of 29.92 inches of mercury).
- 7.3 "Business Day" shall mean Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Clock Time excluding Federal Banking Holidays.
- 7.4 "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Statement of Operating Conditions shall be in CCT.
- 7.5 "Commission" shall mean the Federal Energy Regulatory Commission or any successor agency.
- 7.6 "Contract Period" shall be as specified in the Service Agreement.
- 7.7 "Critical Day" shall mean a Day declared by Transporter, prior to the Day, whenever one or more of the following five conditions occurs or is anticipated to occur: (1) when Transporter experiences system failure of any type; (2) when system pressures or other unusual conditions jeopardize the operation of Transporter's system; (3) when Transporter's storage resources are being used at or near their maximum rated deliverability; (4) when any of Transporter's upstream transporters or suppliers call the equivalent of a Critical Day; (5) when Transporter is unable to maintain the overall operational integrity of all or a portion of Transporter's System. Transporter shall notify Shippers of the Transporter's declaration of a Critical Day by posting such declaration on the Transporter's EBB.
- 7.8 "Day" or "Gas Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 A.M. CCT. The reference date for any Day shall be the date of the beginning of such Day. "
- 7.9 "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) Btu; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
- 7.10 "Delivery Point" shall mean the point or points on Transporter's System where Transporter shall deliver Gas to Shipper. Each Delivery Point may be a Primary Delivery Point or a Secondary Delivery Point, as specified in the Shipper's Service Agreement. Shipper's rights to utilize Delivery Points, including Primary and/or Secondary Delivery Point rights applicable to firm service shall be specified in Shipper's Service Agreement.
- 7.11 "Electronic Bulletin Board" or "EBB" shall mean Transporter's electronic communications system, which is available to all nominating agents.

- 7.12 “Fuel and Gas Lost and Unaccounted For” shall mean compressor fuel, unaccounted for Gas and other operating usage, i.e., heating of compressor stations and compressor station blowdowns. Transporter shall post applicable Fuel and Gas Lost and Unaccounted For percentages on Transporter’s EBB in accordance with Section 26.
- 7.13 “Gas” or “Natural Gas” shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.
- 7.14 “MPSC” shall mean Michigan Public Service Commission or any successor to that agency.
- 7.15 “Loaning”, “Loan”, or “Loaned” shall mean the component of a Parking and Loaning transaction under which Transporter delivers Gas to Shipper, as nominated by Shipper pursuant to a Firm Parking and Loaning Service Agreement, as defined in Section 3, or an Interruptible Parking and Loaning Service Agreement, as defined in Section 4, in such a manner as to result in a negative Parking and Loaning Account balance, subject to subsequent repayment of such Loaned quantities of Gas by Shipper in accordance with the Shipper’s Service Agreement.
- 7.16 “Maximum Storage Quantity” or “MSQ” shall mean the maximum quantity of Gas that Transporter is obligated to store and that Shipper is entitled to have stored, which may vary during the term of Shipper’s Service Agreement, subject to the terms and conditions of this Statement of Operating Conditions.
- 7.17 “Maximum Daily Injection Quantity” or “MDIQ” shall mean the maximum quantity of Gas that Transporter is obligated to receive from Shipper for injection into Storage in a Day, which may vary during the term of Shipper’s Service Agreement, and subject to the terms and conditions of this Statement of Operating Conditions, exclusive of Fuel Use and Gas Lost and Unaccounted For Quantities.
- 7.18 “Maximum Daily Withdrawal Quantity” or “MDWQ” shall mean the maximum quantity of Gas that Transporter is obligated to withdraw from Storage and deliver to the Shipper in a Day, which may vary during the term of Shipper’s Service Agreement, and subject to the terms and conditions of this Statement of Operating Conditions, exclusive of Fuel Use and Gas Lost and Unaccounted For Quantities.
- 7.19 “Maximum Loan Quantity” or “MLQ” shall mean the maximum quantity of Gas that the Transporter is obligated to Loan to Shipper pursuant to a Firm Parking and Loaning Service Agreement or an Interruptible Parking and Loaning Service Agreement, which may vary during the term of Shipper’s Service Agreement, and subject to the terms and conditions of this Statement of Operating Conditions.
- 7.20 “Maximum Park Quantity” or “MPQ” shall mean the maximum quantity of Gas that the Transporter is obligated to Park for Shipper pursuant to a Firm Parking and Loaning Service Agreement or an Interruptible Parking and Loaning Service Agree, which may vary during the term of Shipper’s Service Agreement, and subject to the terms and conditions of this Statement of Operating Conditions.
- 7.21 “MMBtu” shall mean one million Btu.
- 7.22 “Month” shall mean the period beginning at 9:00 A.M. Central Clock Time on the first Day of the calendar Month and ending at 9:00 A.M. Central Clock Time on the first Day of the next succeeding calendar Month.
- 7.23 “Operational Gas Quantities” shall mean all Gas balances held by Transporter in the Washington 10 Storage Field for the account of shippers and for operational purposes.

- 7.24 "Parking", "Park", or "Parked" shall mean the component of a Parking and Loaning transaction under which Shipper delivers Gas to Transporter for injection into Storage pursuant to Firm Parking and Loaning Service Agreement, as defined in Section 3, or an Interruptible Parking and Loaning Service Agreement, as defined in Section 4, in such a manner as to result in a positive Parking and Loaning Account balance, subject to subsequent redelivery of such Parked quantities of Gas by Transporter to Shipper in accordance with the Shipper's Service Agreement.
- 7.25 "Parking and Loaning" shall mean the Service provided on a firm basis pursuant to Section 3 or provided on an interruptible basis pursuant to Section 4.
- 7.26 "Parking and Loaning Account" shall mean, for accounting purposes, the account maintained by Transporter into which Shipper nominates Gas for Parking or from which Shipper nominates Gas for Loaning under Shipper's Firm or Interruptible Parking and Loaning Service Agreement. The Parking and Loaning Account may have a negative balance for Loan service.
- 7.27 "Person" shall mean an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.
- 7.28 "Receipt Point" shall mean the designated point or points on Transporter's System where Transporter shall receive Gas from Shipper. Each Receipt Point may be a Primary Receipt Point or a Secondary Receipt Point. Shipper's rights to utilize Receipt Points, including Primary and/or Secondary Receipt Point rights applicable to firm service shall be specified in Shipper's Service Agreement.
- 7.29 "Scheduled Daily Quantity" shall mean the quantity of Gas nominated by Shipper and confirmed by Transporter for flow in accordance with Section 13.
- 7.30 "Service Agreement" shall mean the agreement by and between Transporter and Shipper to enter into Storage, Parking and Loaning, or Hub Service transactions pursuant to this Statement of Operating Conditions, and such Service Agreement shall be substantially in the form prescribed by this Statement of Operating Conditions. Each Service Agreement shall incorporate this Statement of Operating Conditions and applicable Commission rules and regulations by reference.
- 7.31 "Shipper" shall mean any eligible party who contracts for any of the services offered by Transporter pursuant to this Statement of Operating Conditions.
- 7.32 "Storage" shall mean Transporter's scheduled retention of Shipper's Gas on its System. Storage may be firm or interruptible. Storage under this Statement of Operating Conditions shall not include services offered by Transporter pursuant to its Tariff, as may be revised from time to time, on file with the MPSC.
- 7.33 "Storage Account" shall mean, for accounting purposes, the account maintained by Transporter into which Shipper nominates Gas for injection or withdrawal under a Service Agreement for Storage Service. The Storage Account may not have a negative balance.
- 7.34 "Tariff" shall mean the Rules, Regulations, and Rate Schedules (collectively referred to as the "Rate Book for Natural Gas Service") on file with and approved by the MPSC, as amended from time to time.
- 7.35 "Taxes" shall mean any tax (other than ad valorem, unless levied on a transaction under this Statement of Operating Conditions, income or excess profits), license, fee or charge

that is levied, assessed, or made by any governmental authority on the Gas itself or on the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling, or delivering Gas under this Statement of Operating Conditions.

- 7.36 “Title Transfer Service” shall mean a Hub Service pursuant to which Transporter facilitates a Title Transfer of Shipper’s Gas to a party designated by the Shipper pursuant to Hub Service Agreement.
- 7.37 “Transporter” shall mean The Washington 10 Storage Corporation or any successor or permitted assign.
- 7.38 “Transporter’s System” or “System” shall mean Transporter’s storage field and any other facilities owned and operated by Transporter and subject to regulation by the MPSC and Acquired Capacity pursuant to Section 25.
- 7.39 “Unauthorized Overrun” shall mean a quantity of Gas in excess of Shipper’s applicable MDIQ or MDWQ that Transporter does not agree, pursuant to Section 13, to schedule on any Day. Unauthorized Overrun Quantities will be subject to the charge stated in the Statement of Currently Effective Rates contained in this Statement of Operating Conditions.
- 7.40 “Wheeling Service” shall mean a Hub Service that provides for the Wheeling of Shipper’s Gas on Transporter’s System. Wheeling involves the receipt of a nominated quantity of Gas by Transporter at the point where Transporter interconnects with another pipeline, and the delivery of an equivalent quantity of Gas by Transporter to Shipper at another point of interconnection. Wheeling Service is interruptible. Wheel refers to the act of Wheeling.

## **SECTION 8 REQUESTS FOR SERVICE**

- 8.1 A Person wishing to subscribe to service pursuant to this Statement of Operating Conditions shall submit to Transporter a Request for Service. A Request for Service shall be submitted orally or in the form prescribed by this Statement of Operating Conditions and shall be valid if it specifies: (i) the exact legal name of the Person requesting service; (ii) the type of service requested; (iii) the proposed Maximum Storage Quantity, Maximum Daily Withdrawal Quantity, the Maximum Daily Injection Quantity, the Maximum Loan Quantity, and the Maximum Park Quantity, as applicable; (iv) the proposed rate; (v) the proposed term of the Service Agreement; (vi) and other proposed terms and conditions, if any. The proposed terms and conditions shall not materially deviate from those contained in this Statement of Operating Conditions.
- 8.2 A Request for Service shall not be valid and Transporter shall not be required to grant such Request for Service if: (i) Transporter determines, based on its evaluation of the Requesting Shipper’s creditworthiness in accordance with Section 18, that the Person does not possess sufficient financial stability to make it reasonably likely that the service provided under this Statement of Operating Conditions shall be paid for on a timely basis; (ii) the service requested would require the construction, modification, expansion, or acquisition of any facilities; (iii) the service requested would not comply with this Statement of Operating Conditions; or (iv) for Firm Storage Service or Firm Parking and Loaning Service requests, Transporter lacks the capacity or capability to perform the requested service. For Firm Storage Service or Firm Parking and Loaning Service for which Transporter is unable to accept, in full, the Request for Service, Transporter shall tender a Service Agreement reflecting the maximum contract quantities that Transporter is able to accommodate. If more than one such Request for Service is received on the

same Business Day, then Transporter shall tender Service Agreements in order of highest rates proposed to be paid by Persons submitting Requests for Service. If Transporter is unable to accept, in full, Requests for Service in which Persons requesting service have proposed to pay the same rate, then Transporter shall tender Service Agreements reflecting each Person's pro rata share of the capacity requested on such Business Day.

- 8.3 Transporter shall tender a Service Agreement upon its acceptance of the Person's Request for Service. If Transporter does not accept any Person's Request for Service, it shall advise the Person orally, confirmed in writing, of the non-acceptance and the reason therefor as soon as practicable after Transporter's receipt of the Request for Service. The Request for Service shall be invalid if the Person fails to execute the Service Agreement within ten (10) Days after Transporter tenders the Service Agreement for execution.

## **SECTION 9 NOMINATIONS**

- 9.1 Shipper may designate a third party as agent for purposes of nominating, and for giving and receiving notices related to nominations. Shipper shall provide Transporter with written notice of such designation. Any such designation shall be effective starting the Month following the receipt of the notice and will remain in effect until revoked in writing by Shipper.
- 9.2 All nominations shall be submitted through Transporter's EBB. Specific information to be included in the nomination is posted on Transporter's EBB. Transporter, in its sole discretion, may amend or modify the nominating procedures or system at any time.
- 9.3 Shipper, or its designated agent, shall notify Transporter's Gas Nominations Department of the daily quantity of Gas that Shipper is nominating for delivery to Transporter or for delivery from Transporter on behalf of Shipper. Such nominations shall be submitted by 1:00 p.m. CCT prior to the effective Gas Day. Transporter will normally schedule late nominations as requested except when operational conditions prevent Transporter from doing so. All nominations will be scheduled on a non-discriminatory basis. Shipper, or its designated agent, shall provide Transporter with a nomination for each Gas Day.
- 9.4 If Shipper fails to provide a nomination for any Day, the daily nomination is assumed to be zero.

## **SECTION 10 RATES**

- 10.1 The rates for service under this Statement of Operating Conditions are provided in the Statement of Currently Effective Rates contained in this Statement of Operating Conditions. This Statement of Operating Conditions incorporates rates approved by the Commission pursuant to Transporter's rate election under 18 C.F.R. 284.123 (b)(2)(i).
- 10.2 Fuel and Gas Lost and Unaccounted For shall be governed by Section 26.
- 10.3 Transporter reserves the right to seek authorization from the Commission to restructure the rates charged under this Statement of Operating Conditions, including the Fuel and Gas Lost and Unaccounted For rate, to assure Transporter's right to charge and collect fair and equitable rates under the Commission's applicable rules and regulations. Nothing herein shall be construed to deny any Shipper any rights that it may have under the Commission's rules and regulations to participate fully in rate or certificate proceedings to contest any proposed change in rates charged in this Statement of Operating Conditions.

- 10.4 In the event of any unauthorized receipt or delivery of Gas quantities on any Day under this Statement of Operating Conditions, Shipper causing such unauthorized use of service shall be charged the applicable charges or penalties incurred by Transporter as a result of Shipper's Unauthorized Overrun. In addition, when Gas is delivered to Transporter as a result of an unauthorized receipt, Transporter shall purchase the Unauthorized Overrun quantities from the Shipper at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month in which the unauthorized receipt occurred and the Month immediately thereafter. When Gas is taken from Transporter as a result of an unauthorized delivery, Transporter shall sell the Gas taken from Transporter to the Shipper at 150% of the highest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month in which Gas is taken on an unauthorized basis and the Month immediately thereafter. Shipper shall pay the Unauthorized Overrun Charge for all unauthorized Gas quantities.
- 10.5 Transporter and Shipper shall work to keep the flow of Gas in balance at all times. If at any time the quantities of Gas received by Transporter at the Receipt Points are greater or lesser than Gas delivered at the Delivery Points, Transporter may refuse, increase, or decrease deliveries to correct the imbalances. If upon termination of a Service Agreement between a Shipper and Transporter, Shipper has not received from or delivered to Transporter quantities of Gas that are equal to those the Shipper has taken at the Delivery Point(s), the Shipper must receive or deliver the excess or deficient quantities from or to Transporter within 60 Days of the termination of the Service Agreement at a mutually agreeable rate. If Shipper fails to correct the imbalance within the 60-Day period, Shipper shall pay Transporter the Unauthorized Overrun Charge for all such quantities. In addition, Transporter shall purchase excess quantities from shipper at 50% of the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month the Service Agreement expired and the Month immediately thereafter. Transporter shall sell excess quantities to Shipper at 150% of the highest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month the Service Agreement expired and the Month immediately thereafter.

## **SECTION 11 REGULATORY REQUIREMENTS**

- 11.1 Any and all service transactions under this Statement of Operating Conditions must be interstate service eligible under, and shall be fully subject to, the applicable requirements of Subpart C of 18 CFR § 284 of the Commission's rules and regulations, as they may be revised from time to time. Shipper's Request for Service shall constitute its warranty that Shipper satisfies such requirements, and Transporter shall have the right to request information from Shipper to verify its eligibility.

## **SECTION 12 RECEIPT POINTS AND DELIVERY POINTS**

- 12.1 The existing Receipt Points and Delivery Points for all Gas tendered to Transporter for injection into and tendered to Shipper following withdrawal from the Washington 10 Storage Field shall be at the interconnection between Transporter's 0.5 mile, 24-inch transmission line and Michigan Consolidated Gas Company's 36-inch Milford-Belle River Mills Pipeline and at the interconnection with Vector Pipeline. Receipt and Delivery Points will be stated in the Service Agreement.

- 12.2 To the extent that Transporter interconnects with the system of another transporting pipeline for the purposes of providing Section 311 Storage service, the Receipt Points and Delivery Points shall be at the interconnection between Transporter's facilities and the transporting pipeline's system.

### **SECTION 13 SCHEDULING**

- 13.1 Transporter shall schedule all Storage quantities as nominated by Shippers in accordance with the available capacity and consistent with the following priorities:
- (a) Firm injection and withdrawal quantities pursuant to firm services offered by Transporter at Primary Receipt and Delivery Points, pro rata based on each Shipper's nominated quantities;
  - (b) Firm injection and withdrawal quantities pursuant to firm services offered by Transporter at Secondary Receipt Points and Secondary Delivery Points by price from highest to lowest, except scheduling shall be pro rata based on nominated quantities among Shippers paying the same rate ;
  - (c) Interruptible injections and withdrawals pursuant to interruptible services offered by Transporter, including Interruptible Storage Service, Parking and Loaning Service, Wheeling, and Authorized Overrun, by price from highest to lowest, except scheduling shall be pro rata based on nominated quantities among Shippers paying the same rate.

### **SECTION 14 CURTAILMENT**

- 14.1 Transporter shall have the right to curtail or to discontinue services, in whole or in part, on all or a portion of its System at any time for reasons of force majeure or when, in Transporter's sole discretion, capacity or operating conditions so require. Transporter shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. Routine repair and maintenance is not deemed an emergency situation or an unexpected loss of capacity and will be scheduled by Transporter in a manner to avoid, wherever possible, the disruption of confirmed service.
- 14.2 If due to any cause whatsoever Transporter is unable to deliver the quantities of Gas which Transporter has scheduled based on Shipper's nominations and which Shipper would have received if such disability did not exist, then Transporter shall order Curtailment by all Shippers affected in the following manner to the extent necessary to remove the effect of the disability. In effecting a Curtailment, Transporter may, at its discretion, allow lower priority Gas to remain flowing in any instance where that would result in a lesser impact on the Curtailment of higher priority Gas than would otherwise occur. In all other instances, Curtailment shall be:
- (a) Interruptible services, including Storage, Parking and Loaning, Wheeling, and Authorized Overrun, to be curtailed by price from lowest to highest, except Curtailment will be pro rata on nominated quantities among Shippers paying the same rate;
  - (b) Under all remaining firm services, Transporter shall curtail on a pro rata basis based on nominated quantities among all Shippers receiving this service.

- 14.3 If the need for Curtailment is caused by an event affecting only a specific Receipt/Delivery Point, curtailment will be (i) limited to Shippers nominating at such Receipt/Delivery Point; and (ii) applied to those Shippers in accordance with the priorities set forth in Section 14.2 above.

### **SECTION 15 PRESSURES**

- 15.1 All Gas delivered to Transporter shall be delivered at a pressure that is not less than 600 psig and not more than 1,000 psig. Gas withdrawn by Transporter shall be delivered at a pressure that is not less than 850 psig, unless operating conditions warrant a lower pressure.

### **SECTION 16 QUALITY OF GAS**

- 16.1 Gas received for injection into Storage and delivered following withdrawal from Storage shall be merchantable Gas at all times complying with the quality requirements set forth in subsections 16.2 and 16.3.
- 16.2 The Gas shall have a gross heating value per cubic foot of not less than 950 Btu nor more than 1,100 Btu.
- 16.3 The Gas shall:
- (a) Be commercially free from sand, dust, gum, crude oil, impurities, and other objectionable substances that may be injurious to Transporter's facilities or which may interfere with its transmission and storage and its commercial utilization.
  - (b) Not have a hydrocarbon dew point exceeding fifteen (15) degrees Fahrenheit at pressures of up to eight hundred (800) psig.
  - (c) Not contain more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) standard cubic feet.
  - (d) Not contain more than twenty (20) grains of total sulphur per one hundred (100) standard cubic feet.
  - (e) Not contain more than two percent (2%) by volume of carbon dioxide.
  - (f) Not contain more than four (4) pounds of water vapor per one million (1,000,000) standard cubic feet.
  - (g) Not exceed one hundred ten (110) degrees Fahrenheit in temperature at the point of measurement.
  - (h) Be as free of oxygen as it can be kept through the exercise of all reasonable precautions, and shall not in any event contain more than four-tenths (0.4%) by volume of oxygen.

### **SECTION 17 BILLING AND PAYMENT**

- 17.1 On or before the tenth (10th) Day of each Month, Transporter shall render (for purposes of this Section 17.1, "render" shall mean either (a) postmarked or (b) time-stamped and transmitted electronically to the designated site, whichever is applicable) to Shipper a statement of the amount due for the preceding Month under the applicable Rate Schedule(s). When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the second (2<sup>nd</sup>) Day of the Month. Both Transporter and Shipper have the right to examine at reasonable times upon prior notice and at its own expense, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.
- 17.2 Shipper shall pay Transporter the amount due for the preceding Month within ten (10) Days of receiving the statement from the Transporter.
- 17.3 Payments by Shipper to Transporter shall be made in the form of wire transfer in immediately available funds directed to a bank account designated by Transporter's Controller, unless otherwise agreed. If payment differs from the invoiced amount, remittance detail should be provided with the payment within two (2) Business Days of the payment due date. Interest on the unpaid portion of the bill shall accrue at the current rate as set forth in Section 154.501(d) of the Commission's Rules and Regulations, from the due date until the date of payment.
- 17.4 If Shipper's failure to pay continues for thirty (30) Days after payment is due, Transporter, in addition to any other remedy it may have, may terminate the Shipper's Service Agreement and seize any Gas stored, parked, or being transported on Transporter's system. All gas so seized shall become the property of Transporter, free and clear of any adverse claims. Transporter shall value any Gas so seized at the lowest midpoint MichCon City Gate price as published in Gas Daily or an acceptable successor publication during the Month of seizure and the Month immediately following seizure and return to Shipper the amount, if any, by which the value of the seized Gas exceeds Shipper's unpaid charges.
- 17.5 If Shipper in good faith disputes the amount of any such bill or part thereof and pays to Transporter such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) Days of a demand made by Transporter, furnishes to Transporter assurances acceptable to Transporter guaranteeing payment to Transporter of the unpaid amount, then Transporter shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such assurances.
- 17.6 In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made within thirty (30) Days from the date of discovery of such error, but in any event within six (6) Months from the date of such statement, provided, however, that the party harmed by the adjustment shall have up to three (3) Months to dispute such adjustment. The timing of billing claims and adjustments referenced in the previous sentence shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not be diminished by this standard. If parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.
- 17.7 All invoices and payments, other than those related to Taxes, shall be final unless questioned within twelve (12) Months from the date of such invoice or payment. Any error discovered as a result of a timely claim shall be adjusted within thirty (30) Days of the determination of such error as stated in Section 17.4 of this Statement of Operating Conditions.

- 17.8 Shipper shall reimburse Transporter for all Taxes that may be levied upon and/or paid by Transporter with respect to the service performed under this Statement of Operating Conditions. Shipper shall be responsible for establishing any exemption from Taxes and shall provide satisfactory evidence of such exemption to Transporter.
- 17.9 Shipper shall reimburse Transporter for any and all filing fees or related charges incurred by Transporter for the filing of any report or reports with any governmental agency or other body, including the Commission, with respect to the nature and timing of any service specifically provided to the Shipper.

## **SECTION 18 CREDITWORTHINESS**

- 18.1 Prior to execution of a Service Agreement, providing for service under any Rate Schedule, a Shipper shall be required to establish creditworthiness with Transporter. Transporter shall not be required to: (i) execute a Service Agreement providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet Transporter's standards for creditworthiness; or (ii) initiate service to a Shipper who fails to meet Transporter's standards for creditworthiness; or (iii) continue transportation service on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness.
- 18.2 For purposes herein, the determination of Shipper's creditworthiness shall be based upon the level of service requested by Shipper and Shipper's estimated financial strength as defined by a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Rating Group (Standard & Poor's), a rating of at least "Baa3" by Moody's Investors Service, Inc. (Moody's), a rating of at least "BBB-" by Fitch Ratings (Fitch), or for Canadian Shippers not rated by Standard & Poor's, Fitch, or Moody's, a rating of at least "BBB (low)" by Dominion Bond Rating Service (Dominion) or a rating of at least "B++ (low)" by Canadian Bond Rating Service (CBRS) (or their successors). Transporter will consider an investment grade credit rating provided by an alternative, nationally recognized credit rating agency acceptable to Transporter. To the extent Shipper is rated by multiple agencies, the lower rating applies. If Shipper is not rated by Standard & Poor's, Moody's, Fitch, Dominion or CBRS, or an alternative, nationally credit rating agency acceptable to Transporter, a determination of a Shipper's creditworthiness shall be based upon (at the Shipper's election) (i) the credit rating assigned to the Shipper's parent company (if the parent company is creditworthy it must provide a written guarantee in a form satisfactory to Transporter), or (ii) a credit rating, as evaluated by Transporter, based upon the level of service requested by Shipper and financial analysis criteria and ratios which are generally acceptable in the natural Gas industry.
- 18.3 If Transporter determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's, Moody's, Fitch, Dominion or CBRS, or an alternative, nationally recognized credit rating agency acceptable to Transporter, or, as an alternative, request that an independent certified public accountant, mutually acceptable to Shipper and Transporter, prepare an equivalent evaluation based on the financial analysis criteria and ratios which are generally acceptable in the natural Gas industry. If Transporter deems a Shipper non-creditworthy pursuant to its own evaluation, Transporter will provide the Shipper written notice of the reasons it has been deemed non-creditworthy. In addition, to establish creditworthiness, Shipper must confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement.

18.4 An exception can be made for a Shipper that is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act, but only with adequate assurance satisfactory to Transporter that the billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction. Transporter's creditworthiness provisions shall not supersede applicable bankruptcy laws.

18.5 If a Shipper otherwise fails to establish or maintain creditworthiness as provided herein, Shipper may still receive service under the applicable Rate Schedule provided it furnishes and maintains for the term of:

(a) Any firm Service Agreement:

- (i) A written guarantee in a form satisfactory to Transporter from a third party which is creditworthy as determined above;
- (ii) An irrevocable standby letter of credit in an amount not to exceed 3 Months of reservation charges under the contract, plus the market value of Gas Loaned under the FPALS rate schedule;
- (iii) A pre-payment in the amount not to exceed a rolling 3 Months of reservation charges under the contract, plus the market value of Gas Loaned under the FPALS rate schedule; or
- (iv) Other security acceptable to Transporter.

In the event Transporter constructs new facilities to accommodate a Shipper, Transporter may require Security in an amount up to the cost of the facilities; or

(b) Any interruptible Service Agreement:

- (i) A written guarantee in a form satisfactory to Transporter from a third party which is creditworthy as determined above;
- (ii) An irrevocable standby letter of credit in an amount not to exceed 3 Months of estimated service charges, plus the market value of Gas Loaned under the IPALS schedule;
- (iii) A pre-payment in an amount not to exceed 3 Months of estimated service charges, plus the market value of Gas Loaned under the IPALS rate schedule; or
- (iv) Other security acceptable to Transporter.

Security, as set forth in (a) and (b) above, is hereinafter referred to as "Security."

For purposes of pre-payments under either (a) (iii) or (b) (iii) above, Shipper may deposit its prepayment funds into an interest-bearing escrow account established by the Shipper granting Transporter access to the account for payment of the services provided.

18.6 For purposes of "Security" under this Section 18, the value of Gas shall be based on the average MichCon City Gate Midpoint price as published in Gas Daily or an acceptable successor publication for the term of the loan. If a Shipper becomes non-creditworthy after the withdrawal but prior to the injection, Transporter will use the MichCon City Gate price for the injection period for the purpose of establishing the value of the loaned Gas. In addition, the value of Gas that may be included in Security shall be limited to: (i) the outstanding value of any Gas loaned to a Shipper, and/or (ii) the value of the Gas to

be loaned for the upcoming Month. Shipper shall provide security for the market value of Gas to be Loaned during the upcoming Month prior to the beginning such Month. Transporter shall have the right to redetermine the market value of Shipper's Loaned Gas each Business Day and, in the event of an increase in the market value of Shipper's Loaned Gas, Shipper shall provide additional security within five (5) Business Days.

- 18.7 To permit Transporter to conduct a creditworthiness review, a Shipper shall, upon request by Transporter, render to Transporter: (i) a completed credit application, and (ii) complete financial statements prepared in accordance with generally accepted accounting principles or, for non - U.S.- based Shippers, prepared in accordance with equivalent principles. Upon requesting transportation service, a Shipper must submit to Transporter a completed credit application unless it has previously submitted such to Transporter within the last twelve (12) Months. If a Shipper elects to provide an irrevocable standby letter of credit or pre-payment, the completed credit application and financial statement requirement is waived by Transporter.
- 18.8 Transporter shall have the right to review a Shipper's creditworthiness on an ongoing basis and Shipper shall provide, upon Transporter's request, updated financial statements periodically in order to determine the continuing creditworthiness of a Shipper. Shipper shall have at least 3 Business Days to respond to Transporter's request for financial statements. Upon review of the Shipper's financial statements, Transporter shall determine if the Shipper is creditworthy. If the Shipper is determined to be non-creditworthy, Transporter may require Security as set forth herein. Shipper shall have at least 5 Business Days from Transporter's written request to pay Transporter for one Month of service in advance. Shipper shall have at least 30 Days to provide the next three (3) Months of Security to continue service. If the Shipper fails to provide the required Security within these time periods, Transporter may suspend service immediately. In addition, Transporter will provide at least 30 Days written notice to Shipper and the Commission that it will terminate service if the Shipper fails to provide the required Security.
- 18.9 Shipper shall have the right to request that its credit status be reevaluated by Transporter at any time. If, as a result of such reevaluation, Transporter determines that Shipper is creditworthy, then Transporter shall terminate any existing Security requirements. If the Security requirements are terminated, and the Shipper previously had provided Transporter a pre-payment, the Shipper may elect either a refund or an invoice credit of its prepayment.
- 18.10 Transporter may determine that a Shipper is no longer creditworthy if, in the reasonable opinion of Transporter, a Shipper (or its guarantor) suffers a material adverse change (i.e., default on indebtedness, restatement of financials, non-payment) in its financial condition such that Shipper's ability to perform its obligations to Transporter is materially impaired. If Shipper is no longer creditworthy, Transporter may require financial statements and, when applicable, Security as set forth herein. Shipper shall have the right to demonstrate that the material adverse change has been remedied and request that Transporter reevaluate the Shipper's creditworthiness to determine whether the Security requirements can be terminated.
- 18.11 If Shipper is unable to maintain creditworthiness and has not provided Security, any executed Service Agreement(s) may be terminated or suspended.

## **SECTION 19 FORCE MAJEURE**

- 19.1 Neither Shipper nor Transporter shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of an event of force majeure.

- 19.2 As used herein, the term “force majeure” shall mean acts of God, strikes, lockouts or other industrial disturbances, explosions, acts of a public enemy, wars, blockages, insurrections, riots, epidemics, temporary failure of Gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, unscheduled shutdowns (for purposes of necessary maintenance, repairs, alterations, relocation or construction or wells, machinery, lines of pipe or other facilities), breakage or accident to wells, machinery or lines of pipe, testing (as required by governmental authority or as deemed necessary by Transporter for the safe operation of the storage field and related facilities), inability to obtain necessary material or supplies or permits or land rights, failure of wells, surface equipment or pipelines, well or line freeze ups or any other cause, whether of the kind herein enumerated, or otherwise, not reasonably in the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other industrial disturbance shall not be considered to be a matter within the control of the party claiming force majeure.
- 19.3 Such causes or contingencies affecting performance by either Transporter or Shipper, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate and commercially practical manner and with all reasonable dispatch; nor shall such causes or contingencies affecting the performance relieve either Transporter or Shipper from its obligation to make payment of amounts then due, nor shall such causes or contingencies relieve either Transporter or Shipper of liability unless such party shall give notice and full particulars of the same in writing or by facsimile transmission to the other party as soon as possible after the occurrence relied on.

## **SECTION 20 WARRANTY**

- 20.1 Transporter and Shipper warrant that at the time of delivery it will have the right to deliver the Gas received and delivered hereunder, free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the other party and hold it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of valid adverse claims of any and all persons to said Gas or royalties, taxes, license fees or charges thereon.

## **SECTION 21 POSSESSION AND LIABILITY**

- 21.1 As between Transporter and Shipper, Shipper shall be deemed in exclusive control and possession of the Gas stored on its behalf, and responsible for any damages or injuries caused thereby, until such Gas is received by Transporter at the Receipt Point and after it is delivered by Transporter at the Delivery Point. Transporter shall be deemed in exclusive control and possession of said Gas, and responsible for any damages or injuries caused thereby, after it is delivered by Shipper at the Receipt Point and before it is delivered by Transporter at the Delivery Point.
- 21.2 The risk of loss for all Gas injected into, parked and/or stored in, wheeled to/from, and withdrawn from Transporter’s facilities shall remain with Shipper, and Transporter shall not be liable to Shipper for any loss of Shipper’s Gas, except as may be caused by the intentional or negligent acts or omissions of Transporter. Any loss of Gas, unless caused by the intentional or negligent act or omissions of Transporter, shall be shared proportionally by all Shippers, based on each Shipper’s Storage inventory balance, wheeled quantities, and/or Park and Loan balance, as applicable.

- 21.3 Except as provided in Sections 1.13, 1.14, 2.10, 2.11, 3.11, 3.12, 4.8, 4.10, 4.11, 5.8, 10.4, and 10.5 of the Statement of Operating Conditions hereto, title to the Gas stored shall not transfer to Transporter when it takes possession of the Gas, or at any other time, unless the parties specifically agree otherwise. However, this shall not restrict Transporter from entering into operating arrangements that allow for the movement of Gas via exchange or displacement. Notwithstanding the above, title to Gas Loaned under Firm Parking and Loaning Service or Interruptible Parking and Loaning Service shall pass from Transporter to Shipper when Gas is delivered for Shipper's account to a Delivery Point and title shall pass from Shipper to Transporter when Loaned Gas is returned by Shipper to a Receipt Point.

## **SECTION 22 COMMUNICATIONS**

- 22.1 Unless otherwise provided herein, all communications between Transporter and Shipper shall be sent by registered mail, courier, facsimile transmission or electronic mail communication, and shall be effective upon receipt thereof. However, routine communications, including Monthly statements, shall be considered as duly delivered when mailed by either registered or ordinary mail or sent by courier, facsimile transmission or electronic mail communication. Communications sent by ordinary mail shall be considered received seven Days after deposit in the mail. All communications should be addressed to:

Washington 10 Storage Corporation  
One Energy Plaza, 2084 WCB  
Detroit, MI 48226  
Attention: President  
DTE Gas Storage Company

## **SECTION 23 TRANSFER AND ASSIGNMENT**

- 23.1 The Service Agreement(s) shall be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns. However, Service Agreements shall not be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Transporter shall have the right to assign such Service Agreement, in whole or in part, to an affiliated or subsidiary corporation, partnership, or limited liability company of its parent or related corporation, partnership, or limited liability company without the consent of the Shipper. Shipper shall have the right to assign its Service Agreement in its entirety to an affiliated subsidiary corporation, partnership, or limited liability company of its parent or related corporation, partnership, or limited liability company without the consent of the Transporter, but, unless otherwise agreed to in writing, all liability and responsibility for performance hereunder shall remain with the Shipper. Provided further, Transporter may reasonably withhold consent if the proposed assignee does not satisfy the applicable creditworthiness requirements, which, with respect to Shipper's assignee, including an affiliated assignee, are set forth in Section 18 of this Statement of Operating Conditions.

## **SECTION 24 LAWS AND REGULATIONS**

- 24.1 The Service Agreement(s) shall be subject to all valid existing and future law, orders, rules, regulations or proclamations of duly constituted authorities having jurisdiction or

control over the parties thereto or the subject matter thereof, including, but not limited to, the provisions of Subpart C of Part 284 of the regulations of the Commission implementing Section 311 of the NGPA. If any such governmental authority shall take any action that is, with respect to or as a result of the Service Agreement, designed to subject or otherwise subjects either party or any of its pipeline or related facilities to any greater or different regulation or jurisdiction than that existing on the date of the Service Agreement (or thereafter as such regulation or jurisdiction may have changed and been accepted), then upon written notice to the other, the party so affected may cancel and terminate such Service Agreement effective one Day prior to the effective date of such governmental action without further obligation to the other party, except, in the case of either Transporter or Shipper, to correct any Gas imbalance existing on the date of such termination.

- 24.2 Transporter shall file all necessary reports and/or notices required by Subpart C of Part 284 of the Commission's regulations, and Shipper shall provide Transporter with any necessary compliance information requested by Transporter in connection with preparing such reports.

### **SECTION 25 ACQUIRED CAPACITY**

- 25.1 Transporter may from time to time enter into agreements with off-system entities (Acquired Capacity). Transporter may use Acquired Capacity for its system operational needs and to render service to its customers. Transporter states that, if it stores Gas for others using Acquired Capacity, such services will be provided pursuant to the same rates and operating conditions that are applicable to on-system customers as such rates and operating conditions may change from time to time. For purposes of the use of Acquired Capacity covered by this section the "shipper must hold title" requirement is waived.

### **SECTION 26 FUEL AND GAS LOST AND UNACCOUNTED FOR**

- 26.1 Shipper shall provide Fuel and Gas Lost and Unaccounted For that shall be retained by Transporter. Parking and Loaning services shall not be subject to Fuel and Gas Lost and Unaccounted For charges. The quantity of Gas retained by Transporter shall be a percentage of the total quantity of Gas injected into and withdrawn from the Shipper's Storage Account or wheeled under Hub Service-Wheeling. Unless Transporter and Shipper negotiate Fuel and Gas Lost and Unaccounted For charges, as market-based rates authorized under the market-based rate authorization granted to Transporter by the Commission, such charge shall be calculated as follows:
- (a) Transporter shall determine the total forecast quantity of the Fuel and Gas Lost and Unaccounted For needed for the upcoming Season by adding the difference between actual Gas used for fuel, system operation, and losses and the actual Gas retained for system Gas use and losses for prior Season to the forecast requirement of Gas for fuel, system use and losses for the upcoming Season;
  - (b) Transporter shall divide the total forecast quantity of Fuel and Gas Lost and Unaccounted For required for Storage Service by the total forecast quantity of Gas to be injected and withdrawn on the system during the upcoming Season under Firm Storage Service, Interruptible Storage Service or wheeled under Hub-Service-Wheeling.
  - (c) "Season," as used in this Section, means either the Injection Season or the Withdrawal Season. The Injection Season is typically April through October, but

will be determined by Transporter each year. The Withdrawal Season is typically November through March, but will be determined by Transporter each year.

- 26.2 The Fuel Use and Gas Lost and Unaccounted For percentages, as calculated in Section 26.1, shall apply to all Service Agreements with a term greater than one (1) year, and, unless otherwise negotiated between Transporter and Shipper, to all Service Agreements with a term of one (1) year or less.
- 26.3 The Fuel Use and Gas Lost and Unaccounted For percentages for Firm Storage Service and Interruptible Storage Service will be posted by Transporter on its EBB at least seven (7) days prior to the applicable Withdrawal or Injection Season. The Fuel Use and Gas Lost and Unaccounted For percentages for Hub Service – Wheeling will be posted by Transporter on its EBB at least one (1) day prior to when it is applicable.
- 26.3 Transporter will file an annual report with the MPSC, within ninety (90) days of the Withdrawal Season, that supports the fuel ratios used during the calendar year just completed.

## **SECTION 27 MISCELLANEOUS**

- 27.1 Transporter, in its sole discretion, shall have the right at any time to amend or modify any and all of the provisions to this Statement of Operating Conditions and the General Terms and Conditions thereto without liability to or consent from any Shipper.
- 27.2 No Shipper shall be considered or deemed by interpretation of this Statement of Operating Conditions or any Service Agreement to have any rights in, to, or through Transporter's system or facilities.
- 27.3 Transporter shall have the right to waive any one or more specific defaults by any Shipper of any provision of the Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character. Any waiver shall be granted or denied in a non-discriminatory manner.
- 27.4 This Statement of Operating Conditions and Service Agreement shall be governed by the laws of the state of Michigan without regard to principles of conflicts of laws. The forum of any litigation shall be in a state or Federal court located in Detroit, Michigan.
- 27.5 The Service Agreement contains the entire agreement between the parties, and except as stated in the Service Agreement, there are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it.

- 27.6 Any change, modification, or alteration of a Service Agreement shall be in writing, signed by the parties to the Service Agreement, and no course of dealing or course of performance between the parties shall be construed to alter the terms of the Service Agreement, except as stated in the Service Agreement.
- 27.7 The captions and headings in this Statement of Operating Conditions and in the Service Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of the Statement of Operating Conditions or the Service Agreement.
- 27.8 Transporter and Shipper agree that there is no third party beneficiary of any Service Agreement and that the provisions of a Service Agreement do not impart enforceable rights to anyone who is not a party.
- 27.9 The terms of any Service Agreement shall be kept confidential by the parties, except for any required disclosure to a regulatory body, governmental entity or agency having jurisdiction. In case of such disclosure, the disclosing party shall attempt to obtain an appropriate protective order or enter into an appropriate protective agreement. In addition, Shipper may disclose the terms of the Service Agreement to any Person that is providing credit support to the Shipper.
- 27.10 **IN NO EVENT SHALL TRANSPORTER OR SHIPPER BE HELD LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF SERVICE PROVIDED UNDER THIS STATEMENT OF OPERATING CONDITIONS.**
- 27.11 Transporter reserves the right at any time to assign or otherwise delegate to any independent third party or a duly authorized agent any or all of the administrative duties associated with the services provided pursuant to this Statement of Operating Conditions. No such delegation shall relieve Transporter of its obligations to Shipper.
- 27.12 Transporter or any Shipper receiving Storage service from Transporter shall be entitled to transfer, in-field, any of its Storage Gas to another Shipper or to Transporter pursuant to a valid request for an in-field transfer. Transporter may restrict such transfers when the transfer would result in an increase in Transporter's service obligations, and such increase would in Transporter's reasonable judgment impair Transporter's ability to meet all of its other service obligations of equal or higher priority, or would allow Shipper to avoid otherwise applicable obligations to provide Gas for Fuel and Gas Lost and Unaccounted For. There shall be no charge or Fuel Use and Gas Lost and Unaccounted For assessed for in-field transfers.

**SECTION 28**  
**WASHINGTON 10 STORAGE CORPORATION**  
**STATEMENT OF CURRENTLY EFFECTIVE RATES**

Rate (per Dth)

<b>Firm Storage Service SS-1</b>	
Deliverability Rate per Month	Market-Based/Negotiated
Capacity Rate per Month	Market-Based/Negotiated
Injection Rate	Market-Based/Negotiated
Withdrawal Rate	Market-Based/Negotiated
<b>Interruptible Storage Service ISS</b>	
Usage Rate	Market-Based/Negotiated
Injection Rate	Market-Based/Negotiated
Withdrawal Rate	Market-Based/Negotiated
<b>Authorized Overrun</b>	
Usage Rate	Market-Based/Negotiated
<b>Firm Parking and Loaning Service FPALS</b>	
Capacity Rate	Market-Based/Negotiated
Deliverability Rate	Market-Based/Negotiated
Injection Rate	Market-Based/Negotiated
Withdrawal Rate	Market-Based/Negotiated
<b>Interruptible Parking and Loaning Service IPALS</b>	
Usage Rate	Market-Based/Negotiated
Injection Rate	Market-Based/Negotiated
Withdrawal Rate	Market-Based/Negotiated
<b>Hub Service-Wheeling HSW</b>	
Usage Rate	Market-Based/Negotiated
<b>Hub Service-Title Transfer HSTT</b>	
Transaction Fee	Market-Based/Negotiated
<b>Unauthorized Overrun Charge</b>	\$25.0000



6. Requested Rate:

Firm Storage Service SS-1:

\$ /Dth Deliverability Rate.

\$ /Dth Capacity Rate.

\$ /Dth Injection Rate.

\$ /Dth Withdrawal Rate.

\$ /Dth Authorized Overrun Usage Rate.

Fuel and Gas Lost and Unaccounted For

\_\_\_\_% Injection

\_\_\_\_% Withdrawal

Interruptible Storage Service ISS:

\$ /Dth Usage Rate.

\$ /Dth Injection Rate.

\$ /Dth Withdrawal Rate.

Fuel and Gas Lost and Unaccounted For

\_\_\_\_% Injection

\_\_\_\_% Withdrawal

7. Requested Term of Service:

8. Receipt and Delivery Points

Point Name

MDIQ/MDWQ

Primary Delivery Point(s):

Secondary Delivery Point(s):

Primary Receipt Point(s):

Secondary Receipt Point(s):

9. Other Terms and Conditions (Please Specify):

10. On Behalf Of Entity (Check One): LDC, Interstate Pipeline

If Transporter accepts this request in whole or in part, it shall tender a Service Agreement to Shipper. The Request for Service shall be invalid if the Shipper fails to execute the Service Agreement within ten (10) Days after Transporter tenders the Service Agreement for execution.

WASHINGTON 10 STORAGE CORPORATION

By:

Name:

Title:

Date:

Date received by Transporter: .

**SECTION 30  
PARKING AND LOANING SERVICE REQUEST FORM**

This Request for Service is made pursuant to Washington 10 Storage Corporation's ("Transporter's") General Terms and Conditions of its Statement of Operating Conditions under Subpart C of Section 284 of the Federal Energy Regulatory Commission's Regulations.

1. Shipper (exact legal name and state of incorporation):

2. Service Type (circle one):

\_\_\_\_\_ Firm Parking and Loaning Service (FPALS)

\_\_\_\_\_ Interruptible Parking and Loaning Service (IPALS)

Service Parameters (Effective as of the beginning of the term of the Agreement, unless otherwise specified. Add additional lines and/or tables if MPQ, MLQ, MDIQ and/or MDWQ vary during the term of the Agreement):

3. Requested Maximum Park Quantity: \_\_\_\_\_ Dth.

4. Requested Maximum Loan Quantity: \_\_\_\_\_ Dth.

5. Requested Maximum Daily Injection Quantity (MDIQ):

6. Requested Maximum Daily Withdrawal Quantity (MDWQ):

7. Days on which Shipper requests to Park Gas on Transporter's system or return Gas previously Loaned to Shipper by Transporter, quantity of Gas applicable to each Day, and Receipt Point(s) or Delivery Point(s), as applicable:

Day	Quantity	Receipt (R) or Delivery (D) Point(s)
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8. Days on which Shipper requests to take delivery from Transporter Gas previously Parked by Shipper or take delivery of Gas being Loaned by Transporter, quantity of Gas applicable to each Day and Receipt Point(s) or Delivery Point(s), as applicable

Day	Quantity	Receipt (R) or Delivery (D) Point(s)
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9. Requested Rate:

FPALS:

\$ \_\_\_\_\_ /Dth Deliverability Rate.

- \$ /Dth Capacity Rate.
- \$ /Dth Injection Rate.
- \$ /Dth Withdrawal Rate.
- \$ /Dth Authorized Overrun Usage Rate.

**IPALS:**

- \$ /Dth Usage Rate.
- \$ /Dth Injection Rate.
- \$ /Dth Withdrawal Rate.

- 10. Requested Term of Service:
- 11. Receipt and Delivery Points

Point Name                      MDIQ/MDWQ

- Primary Receipt Point(s):
- Secondary Receipt Point(s):
  
- Primary Delivery Point(s):
- Secondary Delivery Point(s):

- 12. Other Terms and Conditions (Please Specify):

- 13. On Behalf Of Entity (Check One):              LDC              Interstate Pipeline

If Transporter accepts this request in whole or in part, it shall tender a Service Agreement to Shipper. The Request for Service shall be invalid if the Shipper fails to execute the Service Agreement within ten (10) Days after Transporter tenders the Service Agreement for execution.

WASHINGTON 10 STORAGE CORPORATION

- By:
- Name:
- Title:
- Date:

Date received by Transporter: .

**SECTION 31  
STORAGE IN-FIELD TRANSFER REQUEST FORM**

**RELINQUISHING PARTY**

Company Name:

Address:

Phone:

Fax:

Storage Contract No:

Transfer Quantity: \_\_\_\_\_Dth

Requested Transfer Date:

Requested By:

Signature:

Date:

Title:

**ACQUIRING PARTY**

Company Name:

Address:

Phone:

Fax:

Storage Contract No:

Transfer Quantity: \_\_\_\_\_Dth

Requested Transfer Date:

Requested By:

Signature:

Date:

Title:

**WASHINGTON 10 STORAGE CORPORATION**

**ACCEPTED**

**REJECTED**

Reason(s) For Rejection:

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By:

Signature:

Date:

Title:

**SECTION 32**  
**FORM OF FIRM STORAGE SERVICE (SS-1) AGREEMENT**

This Firm Storage Service Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Washington 10 Storage Corporation, a Michigan corporation (“Transporter”), and \_\_\_\_\_, a \_\_\_\_\_ (“Shipper”).

**INTRODUCTION**

The parties agree that Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective Statement of Operating Conditions and the General Terms and Conditions (“GT&C”) contained therein on file with the Federal Energy Regulatory Commission (“Commission”), as they may be amended or superseded from time to time in accordance with the Commission’s rules and regulations, and the Rate Book on file with the Michigan Public Service Commission (“MPSC”), as it may be amended or superseded from time to time in accordance with MPSC’s rules and regulations.

**ARTICLE I: TYPE OF SERVICE**

- The service requested is intrastate service.
- The service requested is interstate service. Transporter agrees to provide firm Storage service in accordance with this Agreement and Transporter’s General Terms and Conditions contained in its Statement of Operating Conditions pursuant to Subpart C of Section 284 of the Federal Energy Regulatory Commission’s Regulations, as they may be revised from time to time, and that Shipper:
  - is an “interstate pipeline” within the meaning of NGPA Section 2(15); or
  - is a “local distribution company served by an interstate pipeline” within the meaning of NGPA Section 2(17) and Section 311; or
  - is authorized to arrange transportation service under Section 311 on behalf of such interstate pipeline or local distribution company.

**ARTICLE II: RATES**

The rate to be paid by Shipper to Transporter for the Firm Storage Service provided hereunder shall consist of a Monthly Deliverability Rate, a Monthly Capacity Rate, an Injection Rate, a Withdrawal Rate, and an Authorized Overrun Usage Rate as specified in Exhibit I below. Shipper shall provide Gas in kind under the Fuel and Gas Lost and Unaccounted For mechanism described in Section 26 of Transporter’s Statement of Operating Conditions and posted on Transporter’s EBB unless Fuel and Gas Lost and Unaccounted For rates are set forth on Exhibit I.

**ARTICLE III: TERM OF AGREEMENT**

This Agreement shall become effective beginning \_\_\_\_\_ :  
and this Agreement shall terminate on \_\_\_\_\_ :

**ARTICLE IV: CONTRACT QUANTITIES**

Stated in Exhibit I.

**ARTICLE V: RECEIPT AND DELIVERY POINTS**

Stated in Exhibit I.

#### **ARTICLE VI: INCORPORATION BY REFERENCE**

The provisions of Transporter's Statement of Operating Conditions are specifically incorporated herein by reference and made a part hereof. Transporter may seek authorization at any time and from time to time to change any provisions in the Statement of Operating Conditions, and Transporter will have the right to place such authorized changes in effect. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and any applicable order; provided that any market-based rates negotiated between Transporter and Shipper shall remain in effect during the term of this Agreement.

#### **ARTICLE VII: NOTICES**

All notices can be given by telephone or other electronic means. However, such notices shall be confirmed in writing at the addresses below. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement.

##### **TRANSPORTER:**

WASHINGTON 10 STORAGE CORPORATION  
One Energy Plaza  
2084 WCB  
Detroit, Michigan 48226-3405  
Attention: President, Washington 10 Storage Corporation  
Telephone:  
Fax:

##### **SHIPPER:**

#### **INVOICES AND STATEMENTS**

#### **NOMINATIONS**

#### **ALL OTHER MATTERS**

#### **ARTICLE VIII: FURTHER AGREEMENT**

Specify, or write None.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and Representatives there unto duly authorized to be effective as of the date stated above.

**SHIPPER:**

By: .

Title: .

Date: .

**TRANSPORTER: WASHINGTON 10 STORAGE CORPORATION**

By: .

Title: .

Date: .




**Primary Receipt Point(s):**

**Secondary Receipt Point(s):**

**Primary Delivery Point(s):**

**Secondary Delivery Point(s):**

**SECTION 33**  
**FORM OF INTERRUPTIBLE STORAGE SERVICE (ISS) AGREEMENT**

This Interruptible Storage Service Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Washington 10 Storage Corporation, a Michigan corporation (“Transporter”), and \_\_\_\_\_, a \_\_\_\_\_ (“Shipper”).

**INTRODUCTION**

The parties agree that Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective Statement of Operating Conditions and the General Terms and Conditions (“GT&C”) contained therein on file with the Federal Energy Regulatory Commission (“Commission”), as they may be amended or superseded from time to time in accordance with the Commission’s rules and regulations, and the Rate Book on file with the Michigan Public Service Commission (“MPSC”), as it may be amended or superseded from time to time in accordance with MPSC’s rules and regulations.

**ARTICLE I: TYPE OF SERVICE**

- [ ] The service requested is intrastate service.
- [ ] The service requested is interstate service. The service requested pursuant to the Statement of Operating Conditions is interstate service. Transporter agrees to provide Interruptible Storage Service in accordance with this Agreement and Transporter’s General Terms and Conditions contained in its Statement of Operating Conditions pursuant to Subpart C of Section 284 of the Federal Energy Regulatory Commission’s Regulations, as they may be revised from time to time, and that Shipper:
  - [ ] is an “interstate pipeline” within the meaning of NGPA Section 2(15); or
  - [ ] is a “local distribution company served by an interstate pipeline” within the meaning of NGPA Section 2(17) and Section 311; or
  - [ ] is authorized to arrange transportation service under Section 311 on behalf of such interstate pipeline or local distribution company.

**ARTICLE II: RATES**

The rate to be paid by Shipper to Transporter for the Interruptible Storage Service provided hereunder shall consist of a Usage Rate, an Injection Rate, a Withdrawal Rate, and an Authorized Overrun Usage Rate as specified in Exhibit I below, and a fuel component as posted on Transporter’s EBB. Shipper shall provide Gas in kind under the Fuel and Gas Lost and Unaccounted For mechanism described in Section 26 of Transporter’s Statement of Operating Conditions and posted on Transporter’s EBB unless Fuel and Loss and Unaccounted For rates are set forth on Exhibit I.

**ARTICLE III: TERM OF AGREEMENT**

The initial term of this Agreement shall become effective beginning:

and the initial term of this Agreement shall end on :

\_\_\_\_\_ This Agreement shall continue in effect from Month to Month thereafter unless terminated by either Transporter or Shipper upon thirty (30) Days prior written notice to the other at the end of the initial term or any Month to Month extension of such initial term.

**ARTICLE IV: CONTRACT QUANTITIES**

Stated in Exhibit I:

**ARTICLE V: RECEIPT AND DELIVERY POINTS**

Stated in Exhibit I:

**ARTICLE VI: INCORPORATION BY REFERENCE**

The provisions of Transporter’s Statement of Operating Conditions are specifically incorporated herein by reference and made a part hereof. Transporter may seek authorization at any time and from time to time to change any provisions in the Statement of Operating Conditions, and Transporter will have the right to place such authorized changes in effect. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and any applicable order; provided that any market-based rates negotiated between Transporter and Shipper shall remain in effect during the term of this Agreement.

**ARTICLE VII: NOTICES**

All notices can be given by telephone or other electronic means. However, such notices shall be confirmed in writing at the addresses below. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement.

**TRANSPORTER:**

WASHINGTON 10 STORAGE CORPORATION  
One Energy Plaza  
2084 WCB  
Detroit, Michigan 48226-3405  
Attention: President, Washington 10 Storage Corporation  
Telephone:  
Fax:

**SHIPPER:**

INVOICES AND STATEMENTS

NOMINATIONS

ALL OTHER MATTERS

**ARTICLE VIII: FURTHER AGREEMENT**

Specify, or write None.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and Representatives there unto duly authorized to be effective as of the date stated above.

**SHIPPER:**

By: .

Title: .

Date: .

**TRANSPORTER: WASHINGTON 10 STORAGE CORPORATION**

By: .

Title: .

Date: .



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**Receipt Point(s)**

**Delivery Point(s)**

**SECTION 34**  
**FORM OF FIRM PARKING AND LOANING SERVICE (FPALS) AGREEMENT**

This Firm Parking and Loaning Service Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Washington 10 Storage Corporation, a Michigan corporation (“Transporter”), and \_\_\_\_\_, a \_\_\_\_\_ (“Shipper”).

**INTRODUCTION**

The parties agree that Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective Statement of Operating Conditions and the General Terms and Conditions (“GT&C”) contained therein on file with the Federal Energy Regulatory Commission (“Commission”), as they may be amended or superseded from time to time in accordance with the Commission’s rules and regulations, and the Rate Book on file with the Michigan Public Service Commission (“MPSC”), as it may be amended or superseded from time to time in accordance with MPSC’s rules and regulations.

**ARTICLE I: TYPE OF SERVICE**

- The service requested is intrastate service.
- The service requested is interstate service. The service requested pursuant to the Statement of Operating Conditions is interstate service. Transporter agrees to provide parking and loaning service in accordance with this Agreement and Transporter’s General Terms and Conditions contained in its Statement of Operating Conditions pursuant to Subpart C of Section 284 of the Federal Energy Regulatory Commission’s Regulations, as they may be revised from time to time, and that Shipper:
  - is an “interstate pipeline” within the meaning of NGPA Section 2(15); or
  - is a “local distribution company served by an interstate pipeline” within the meaning of NGPA Section 2(17) and Section 311; or
  - is authorized to arrange transportation service under Section 311 on behalf of such interstate pipeline or local distribution company.

**ARTICLE II: RATES**

The rate to be paid by Shipper to Transporter for the Firm Parking and Loaning service provided hereunder shall consist of a Monthly Deliverability Rate, a Monthly Capacity Rate, an Injection Rate, a Withdrawal Rate, and an Authorized Overrun Usage Rate as specified in Exhibit I below.

**ARTICLE III: TERM OF AGREEMENT**

This Agreement shall become effective beginning \_\_\_\_\_ :

and this Agreement shall terminate on \_\_\_\_\_ :

**ARTICLE IV: CONTRACT QUANTITIES**

Stated in Exhibit I.

**ARTICLE V: RECEIPT AND DELIVERY POINTS**

Stated in Exhibit I.

**ARTICLE VI: INCORPORATION BY REFERENCE**

The provisions of Transporter’s Statement of Operating Conditions are specifically incorporated herein by reference and made a part hereof. Transporter may seek authorization at any time and from time to time to change any provisions in the Statement of Operating Conditions, and Transporter will have the right to place such authorized changes in effect. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and any applicable order; provided that any market-based rates negotiated between Transporter and Shipper shall remain in effect during the term of this Agreement.

**ARTICLE VII: NOTICES**

All notices can be given by telephone or other electronic means. However, such notices shall be confirmed in writing at the addresses below. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement.

**TRANSPORTER:**

WASHINGTON 10 STORAGE CORPORATION  
One Energy Plaza  
2084 WCB  
Detroit, Michigan 48226-3405  
Attention: President, Washington 10 Storage Corporation  
Telephone:  
Fax:

**SHIPPER:**

INVOICES AND STATEMENTS

NOMINATIONS

ALL OTHER MATTERS

**ARTICLE VIII: FURTHER AGREEMENT**

Specify, or write None.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and Representatives there unto duly authorized to be effective as of the date stated above.

**SHIPPER:**

By: .

Title: .

Date: .

**TRANSPORTER: WASHINGTON 10 STORAGE CORPORATION**

By: .

Title: .

Date: .

**EXHIBIT I**

**Service Election:**

Firm Parking:

Firm Loaning:

**Rates:**

Monthly Deliverability Rate: \$\_\_\_\_\_per Dth.

Monthly Capacity Rate: \$\_\_\_\_\_per Dth.

Injection Rate: \$\_\_\_\_\_per Dth.

Withdrawal Rate: \$\_\_\_\_\_per Dth.

Authorized Overrun Usage Rate: \$\_\_\_\_\_per Dth.

**Service Parameters (Effective as of the beginning of the term of the Agreement, unless otherwise specified. Add additional lines if MPQ, MLQ, MDIQ and/or MDWQ vary during the term of the Agreement):**

Maximum Park Quantity (MPQ): Dth.

Maximum Loan Quantity (MLQ): Dth.

Maximum Daily Injection Quantity (MDIQ) - Dth/Day.

Maximum Daily Withdrawal Quantity (MDWQ) - Dth/Day.

**Firm Withdrawal Period:**

Beginning Date .

Ending Date .

**Firm Injection Period:**

Beginning Date .

Ending Date .

Primary Receipt Point(s)

Secondary Receipt Point(s)

Primary Delivery Point(s)

Secondary Delivery Point(s)

**SECTION 35**  
**FORM OF INTERRUPTIBLE**  
**PARKING AND LOANING SERVICE (IPALS) AGREEMENT**

This Interruptible Parking and Loaning Service Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Washington 10 Storage Corporation, a Michigan corporation (“Transporter”), and \_\_\_\_\_, a \_\_\_\_\_ (“Shipper”).

**INTRODUCTION**

The parties agree that Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective Statement of Operating Conditions and the General Terms and Conditions (“GT&C”) contained therein on file with the Federal Energy Regulatory Commission (“Commission”), as they may be amended or superseded from time to time in accordance with the Commission’s rules and regulations, and the Rate Book on file with the Michigan Public Service Commission (“MPSC”), as it may be amended or superseded from time to time in accordance with MPSC’s rules and regulations.

**ARTICLE I: TYPE OF SERVICE**

- The service requested is intrastate service.
- The service requested is interstate service. The service requested pursuant to the Statement of Operating Conditions is interstate service. Transporter agrees to provide parking and loaning service in accordance with this Agreement and Transporter’s General Terms and Conditions contained in its Statement of Operating Conditions pursuant to Subpart C of Section 284 of the Federal Energy Regulatory Commission’s Regulations, as they may be revised from time to time, and that Shipper:
  - is an “interstate pipeline” within the meaning of NGPA Section 2(15); or
  - is a “local distribution company served by an interstate pipeline” within the meaning of NGPA Section 2(17) and Section 311; or
  - is authorized to arrange transportation service under Section 311 on behalf of such interstate pipeline or local distribution company.

**ARTICLE II: RATES**

The rate to be paid by Shipper to Transporter for the Gas Parking and Loaning service provided hereunder shall consist of a Usage Rate, an Injection Rate, and a Withdrawal Rate as specified in Exhibit I below.

**ARTICLE III: TERM OF AGREEMENT**

The initial term of this Agreement shall become effective beginning:

and the initial term of this Agreement shall end on :

\_\_\_\_\_ This Agreement shall continue in effect from Month to Month thereafter unless terminated by either Transporter or Shipper upon thirty (30) Days prior written notice to the other at the end of the initial term or any Month to Month extension of such initial term.

**ARTICLE IV: CONTRACT QUANTITIES**

Stated in Exhibit I.

**ARTICLE V: RECEIPT AND DELIVERY POINTS**

Stated in Exhibit I.

**ARTICLE VI: INCORPORATION BY REFERENCE**

The provisions of Transporter’s Statement of Operating Conditions are specifically incorporated herein by reference and made a part hereof. Transporter may seek authorization at any time and from time to time to change any provisions in the Statement of Operating Conditions, and Transporter will have the right to place such authorized changes in effect. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and any applicable order; provided that any market-based rates negotiated between Transporter and Shipper shall remain in effect during the term of this Agreement.

**ARTICLE VII: NOTICES**

All notices can be given by telephone or other electronic means. However, such notices shall be confirmed in writing at the addresses below. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement.

**TRANSPORTER:**

WASHINGTON 10 STORAGE CORPORATION  
One Energy Plaza  
2084 WCB  
Detroit, Michigan 48226-3405  
Attention: President, Washington 10 Storage Corporation  
Telephone:  
Fax:

**SHIPPER:**

INVOICES AND STATEMENTS

NOMINATIONS

ALL OTHER MATTERS

**ARTICLE VIII: FURTHER AGREEMENT**

Specify, or write None.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and Representatives there unto duly authorized to be effective as of the date stated above.

**SHIPPER:**

By: .

Title: .

Date: .

**TRANSPORTER: WASHINGTON 10 STORAGE CORPORATION**

By: .

Title: .

Date: .

**EXHIBIT I**

**Rates:**

Usage Rate: \$ \_\_\_\_\_ per Dth.

Injection Rate: \$ \_\_\_\_\_ per Dth.

Withdrawal Rate: \$ \_\_\_\_\_ per Dth.

**Service Parameters (Effective as of the beginning of the term of the Agreement, unless otherwise specified. Add additional lines MPQ, MLQ, MDIQ and/or MDWQ vary during the term of the Agreement):**

Maximum Park/Loan Quantity: \_\_\_\_\_ Dth.

Maximum Daily Injection Quantity: \_\_\_\_\_ Dth per Day.

Maximum Daily Withdrawal Quantity: \_\_\_\_\_ Dth per Day.

Receipt Point(s):

Delivery Point(s):

**SECTION 36  
FORM OF HUB SERVICE AGREEMENT**

This Hub Service Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Washington 10 Storage Corporation, a Michigan corporation (“Transporter”), and \_\_\_\_\_, a \_\_\_\_\_ (“Shipper”).

**INTRODUCTION**

The parties agree that Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective Statement of Operating Conditions and the General Terms and Conditions (“GT&C”) contained therein on file with the Federal Energy Regulatory Commission (“Commission”), as they may be amended or superseded from time to time in accordance with the Commission’s rules and regulations, and the Rate Book on file with the Michigan Public Service Commission (“MPSC”), as it may be amended or superseded from time to time in accordance with the MPSC’s rules and regulations.

**ARTICLE I: TYPE OF HUB SERVICE**

- Wheeling.
- Title Transfer.

**ARTICLE II: RATES**

The rate to be paid by Shipper to Transporter for the Wheeling Service provided hereunder shall consist of the \$\_\_\_\_\_/Dth Usage Rate assessed to Shippers moving gas between Transporter and interconnecting pipelines and a Fuel and Gas Lost and Unaccounted For component as posted on Transporter’s EBB. The rate to be paid by Shipper to Transporter for the Title Transfer Service provided hereunder shall consist of the \$\_\_\_\_\_/Dth Transaction Fee.

**ARTICLE III: TERM OF AGREEMENT**

This Agreement shall become effective beginning:

for an initial term of one Month and shall continue in effect from Month to Month thereafter unless terminated by either Transporter or Shipper upon thirty (30) Days prior written notice to the other at the end of the initial term or any Month to Month extension of such initial term.

**ARTICLE IV: INCORPORATION BY REFERENCE**

The provisions of Transporter’s Statement of Operating Conditions are specifically incorporated herein by reference and made a part hereof. Transporter may seek authorization at any time and from time to time to change any provisions in the Statement of Operating Conditions, and Transporter will have the right to place such authorized changes in effect. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and any applicable order; provided that any market-based rates negotiated between Transporter and Shipper shall remain in effect during the term of this Agreement.

**ARTICLE V: NOTICES**

All notices can be given by telephone or other electronic means. However, such notices shall be confirmed in writing at the addresses below. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement.

**TRANSPORTER:**

WASHINGTON 10 STORAGE CORPORATION  
One Energy Plaza  
2084 WCB  
Detroit, Michigan 48226-3405  
Attention: President, Washington 10 Storage Corporation  
Telephone:  
Fax:

**SHIPPER:**

INVOICES AND STATEMENTS

NOMINATIONS

ALL OTHER MATTERS

**ARTICLE VI: FURTHER AGREEMENT**

Specify, or write None.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and Representatives there unto duly authorized to be effective as of the date stated above.

**SHIPPER:**

By: .

Title: .

Date: .

**TRANSPORTER: WASHINGTON 10 STORAGE CORPORATION**

By: .

Title: .

Date: .